

5244COMPLAINT/5244KLSERVER

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ADAM MARITIME CORP. and GLENCORE  
LTD.,

Plaintiffs,

- v. -

M/T CAPE BILLE, her  
engines, tackle, apparel, etc., in  
rem,

-and against-

CAPE BILLE SHIPPING CO., LTD., MT  
CAPE BILLE TANKSCHIFFAHRTS GMBH &  
CO. KG, COLUMBIA SHIPMANAGEMENT  
LTD., in personam,

Defendants.

07 Civ. ( )

COMPLAINT

Plaintiffs by their attorneys, Kennedy Lillis Schmidt & English, allege upon information and belief, as follows:

FIRST: All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

SECOND: At and during all the times hereinafter mentioned plaintiffs had and now have the legal status and principal office and places of business stated in Schedules A, hereto annexed and by this reference made a part hereof.

THIRD: At and during all the time hereinafter mentioned defendants had and now have the legal status and offices and places of business stated in Schedules A, and were and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered and/or otherwise controlled the vessels above named as common carriers of merchandise by water for hire.

FOURTH: At and during all the times hereinafter mentioned, the said vessel was and now is a general ship employed in the common carriage of merchandise by water for hire, and now is or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

FIFTH: On or about the date and at the port of shipment stated in Schedules A, there was shipped by the shippers therein named and delivered to defendants and the said vessel, as common carriers, the shipments described in Schedule A then being in good order and condition, and defendants and the said vessel then and there accepted said shipments so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipments to the ports of destination stated in Schedule A, and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignees in Schedule A.

SIXTH: Thereafter, the said vessel arrived at the port of destination, where it and defendants failed to make delivery of the shipments in the same order and condition as when delivered to the ocean carrier, described in Schedule A, all in violation of defendants' and the said vessel's obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Plaintiffs are the consignees or owners of the shipments described in Schedule A and bring this action on their own behalf and as agents or trustees on behalf of and for the interest of all parties who may be or become interested in the said shipments, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action.

EIGHTH: By reason of the premises, plaintiffs have sustained damages, as nearly as the same can now be estimated, in the amount of \$131,250.00, no amount of which has been paid, although duly demanded

NINTH: Plaintiffs, Adam Maritime Corp. and Glencore Ltd. intend and specifically reserve the right to arbitrate this claim against some or all of the defendants pursuant to the terms of the charter party of June 29, 2004, and recited in the bill of lading 10736-2405-1-1 of July 4, 2004.

WHEREFORE, plaintiffs pray:

1. That process in due form of law issue against defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if defendants cannot be found within this District, then all their property within this District as shall be described in Schedule A, be attached in the sum of \$131,250.00, with interest thereon, and costs, the sum sued for in this complaint;

3. That judgment be entered in favor of plaintiffs against defendants for the amount of plaintiffs' damages, together with interest and costs and the disbursements of this action;

4. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims, issue against said vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court pronounce judgment in favor of plaintiffs for their damages as aforesaid, with interest, costs and disbursements, and that the said vessel may be condemned and sold to pay therefore; and

5. That this Court grants to plaintiffs such other and further relief as may be just and proper.

Dated: New York, New York  
October 11, 2007

KENNEDY LILLIS SCHMIDT & ENGLISH  
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Adam Maritime Corp. and Glencore  
Ltd.,

By: 

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5244SCHEDULEA/5244KLSESERVER

SCHEDULE A

PLAINTIFF'S LEGAL STATUS

Plaintiff, Adam Maritime Corp., a corporation or other business entity organized and existing under, and by virtue of, the laws of one of the states of the United States, with an office for the transaction of business at 301 Tresser Blvd., Stamford, Connecticut, 06901-3244.

PLAINTIFF'S LEGAL STATUS

Plaintiff, Glencore, Ltd., a corporation or other business entity organized and existing under, and by virtue of, the laws of one of the states of the United States, with an office for the transaction of business at 301 Tresser Blvd., 14<sup>th</sup> floor, Stamford, Connecticut, 06901-3244.

DEFENDANT'S LEGAL STATUS

Defendant, Cape Bille Shipping Co., Ltd., is a corporation or other business entity organized and existing under, and by virtue of, the laws of Germany, with an office for the transaction of business at Anckelmannsplatz 1, 20357 Hamburg, Germany.

DEFENDANT'S LEGAL STATUS

Defendant, MT Cape Bille Tankschiffahrts GmbH & Co. KG, is a corporation or other business entity organized and existing

under, and by virtue of, the laws of Germany, with an office for the transaction of business at Anckelmannsplatz 1, 20357 Hamburg, Germany.

DEFENDANT'S LEGAL STATUS

Defendant, Columbia Shipmanagement Ltd., is a corporation or other business entity organized and existing under, and by virtue of, the laws of Germany, with an office for the transaction of business at Anckelmannsplatz 1, 20357 Hamburg, Germany

DEFENDANT'S LEGAL STATUS

Defendant M/T Cape Bille was the carrying vessel of the cargo set forth in, and pursuant to, a contract of carriage as described below; at all relevant times, the said vessel was and is owned by Cape Bille Shipping Co., Ltd. and/or M/T Cape Bille Tankschiffahrts GmbH & Co., KG.

PARTICULARS OF CLAIM

Vessel: M/T CAPE BILLE

Place of Acceptance: El Palito, Venezuela

Port of Loading: El Palito, Venezuela

Port of Discharge: U.S. East Coast, specifically Québec, Canada

Bill of Lading: 10736-1305-1-1

Issue Date of Bill of Lading: July 4, 2004

Shipper: PDVSA Petróleo, S.A.

Charterer: Adam Maritime Corp.

Consignee: To the Order of BNP Paribas (Suisse) SA, Geneva

Cargo: Jet Fuel

Nature of Loss: Contamination

Amount of Loss: \$131,250.00

Kennedy Lillis Schmidt & English Reference: 5244